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Collective Bargaining Agreements

11-2-1970

No employer specified and Butchers' Union, AFL-CIO, Local 506 (1970)

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No employer specified and Butchers' Union, AFL-CIO, Local 506 (1970)

Location

Santa Clara Co., CA; Santa Cruz Co., CA; San Benito Co., CA; Monterey Co., CA

Effective Date

11-2-1970

Expiration Date

November 1973

Number of Workers

1800

Employer

No employer specified

Union

Butchers' Union

Union Local

506

NAICS

44

Sector

P

Item ID

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Comments

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**AGREEMENT
RETAIL MEAT MARKETS
AND
FROZEN FOOD LOCKER PLANTS**

CONTRACT PERIOD:
NOV. 1970 - NOV. 1973

6772
JUL 18 1972 - Un.
Prev. x 11/70

THIS AGREEMENT, made and entered into this second day of November, 1970, by and between

hereinafter known as the Employer, and Butchers' Union Local 506, of the Amalgamated Meat Cutters and Butcher Workmen of North America, A.F.L.-C.I.O., hereinafter known as the Union.

WITNESSETH:

For the purpose of promoting and perpetuating friendly relations between the Employer and the Union and all employees and individuals covered by this Agreement, and to establish fair and equitable operating and working conditions and also conditions of employment, the following Agreement is entered into:

**ARTICLE I
Jurisdiction**

Section (a) It is agreed that all fresh meat shall be cut, prepared and fabricated on the premises, by a Head Meat Cutter, Journeyman Meat Cutter or Apprentice Meat Cutter; provided, however, the carcasses may be processed up to and including the maximum reductions listed and described on the attached Exhibit "A" and may be delivered to the premises in that form but all further processing of these parts shall be performed on the premises.

There shall be a Journeyman Meat Cutter on duty at all times where fresh meat is offered for sale except as otherwise provided for in Article III, Sections (k) and (l) and Article IX, Sections (b) and (e).

Section (b) Lunch meats, pre-sliced bacon, dissected and pre-fabricated fowls, ground beef and pork sausages in visking casing, fish and/or rabbits which pursuant to current custom and practices are presently pre-fabricated and pre-dissected, along with all cooked or pre-cooked meats and ground, seasoned and/or smoked meats, frozen meats, or combinations of such meat products, whether in bulk or package form, need not be cut on the premises but all the above products, along with fresh, frozen, smoked or cooked sausages shall be handled, displayed, dispensed and offered for sale by Employees covered by this Agreement.

In the event of the deliberate failure of an Employer to schedule an Employee to work in accordance with the provisions of the Collective Bargaining Agreement, when fresh meat is offered for sale, the Employer will be required to pay an amount equal to the wages which would have been paid to an Employee, to the Health and Welfare Plan.

ARTICLE II

A. Union Recognition

Section (a) The Employer recognizes the Union as the exclusive bargaining agent for all Employees covered by this Agreement working in the Retail Markets and Frozen Food Locker Plants of the Employer in Santa Clara, San Benito, Monterey and Santa Cruz Counties.

Section (b) The parties to this Agreement recognize the competitive nature of this Industry and therefore agree that no individual having or claiming to have any proprietary interest in the firm of the signatory Employer under contract to Local 506 will be permitted to work hours different from those established by this Agreement; nor shall such individual be permitted otherwise to violate the spirit of any working conditions established by this Agreement.

Once an Employer becomes subject to the terms and conditions of this Agreement such Employer thereafter shall continue to be subject to such terms regardless of any change in the nature of the entity by voluntary action or by operation of law including specifically reorganiza-

tion as a partnership or corporation or any lease arrangement and including specifically operations conducted by Receiver, Board of Trade, or similar procedure.

B. Union Security

Section (a) Every person performing work covered by this Agreement who is a member of the Union on the effective date of this Agreement shall, as a condition of employment or continued employment, remain a member of the Union. Every person employed to perform work covered by this Agreement shall, as a condition of employment, be a member of the Union or shall, within a period of thirty-one (31) days, become a member of the Union; and also upon the accumulation of thirty-one (31) days of work for the Employer shall become a member of the Union.

Section (b) The Employer shall discharge every person who has failed to comply with the provisions of Section (a) of this Article II-B immediately upon notice of such non-compliance and further agrees not to again employ or re-employ any person so discharged until he is a member of the Union.

Section (c) Membership in the Union shall be available to persons employed in work covered by this Agreement upon terms and qualifications not more burdensome than those applicable generally to other applicants for such membership.

C. Employment

Section (a) The Employer shall have sole responsibility for and full freedom in the selection and employment and discharge of persons employed or to be employed in work covered by this Agreement, subject to the provisions of this Agreement; provided that there shall be no discrimination because of membership or non-membership in or participation or non-participation in the activities of the Union.

Section (b) An Employer who desires to employ a person in work covered by this Agreement shall give preference to persons who apply for such employment who have been employed within the geographical area covered by this Agreement in work covered under this Agreement within three (3) years immediately preceding the date of application for such employment.

Section (c) An Employer who desires to employ persons in work covered under this Agreement shall inform the Union of the number and qualifications of persons desired, the location of the job site and the expected duration of the job at least forty-eight (48) hours (exclusive of Saturdays, Sundays and recognized holidays) in advance of the time that such persons are required, or within a lesser period if extraordinary conditions so warrant.

Section (d) The Employer shall accept applications for regular full time employment concerning which such information is supplied but shall not employ any applicant for such work until the expiration of the forty-eight (48) hour period provided for in Section (c) of this Article II-C.

Section (e) The Employer shall notify the Union within one week of the name, address, Social Security Account Number and classification of every such person employed in work covered by this Agreement, together with the date of such employment, and the location of the place or prospective place of employment. Whenever a person is rejected for such work, the Employer shall, upon request

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of the Union, notify the Union in writing of the reason or reasons therefore within forty-eight (48) hours.

Section (f) Any Employees hired shall report to the Union within one (1) week after date of employment to fill out and sign applications, forms and papers for health and welfare and pension purposes.

Section (g) There shall be no discrimination in employment of an otherwise qualified person because of race, color, sex, religious creed or national origin.

Section (h) Definitions.

(1.) A Regular Employee is one who has completed the thirty (30) day probationary period for all new employees in accordance with Article XIV hereof.

(2.) A Relief Employee is one who is employed forty (40) hours per week as a relief for a Regular Employee.

(3.) A Part Time Employee is one who is employed less than forty (40) hours per week on a regular basis.

(4.) An Extra Employee is one who is employed for less than forty (40) hours per week and is not employed on a regular basis.

D. Discharge

Section (a) No Employee covered by this Agreement shall be suspended or discharged without just and sufficient cause. Discharge for failure to comply with Article II-B, Section (a), of this Agreement shall be deemed a discharge for cause.

In the event a Head Meat Cutter who has been demoted to Journeyman Meat Cutter feels that the demotion was discriminatory he shall have the right to appeal through the adjustment and arbitration procedure of this Agreement.

Section (b) Before an Employee is discharged he shall receive written warning of unsatisfactory conduct and a copy of such notice shall be sent to the Union. The Employee receiving such warning shall be given reasonable opportunity to rectify or change such conduct. Such warning shall be considered null and void after six (6) months from the date of issue. The notice and warning required by this Section need not be given to Employees discharged for dishonesty, insobriety, gross (as defined in Webster's International Dictionary) insubordination, fighting on the job or malicious destruction of property.

Upon request of the Union, the Employer agrees to notify the Union in writing of the reasons for discharge of an Employee.

Section (c) Any Employee claiming unjust dismissal, demotion or suspension shall make his claim therefore to the Union within three (3) days of such dismissal, demotion or suspension, otherwise no action shall be taken by the Union. If, after proper investigation by the Union and the Employer, it has been found that an Employee has been disciplined unjustly, he shall be reinstated with full rights and shall be paid his wages for the period he was suspended, demoted or dismissed; or he shall be granted some other appropriate remedy mutually agreeable to the Union and the Employer, or as determined by the arbitrator.

Investigation of any claims shall be made within ten (10) days of the making of such complaint by the Employee.

Section (d) Any dispute arising out of any such suspension, demotion or discharge not settled by the procedure above shall be subject to the provisions of Article XV of this Agreement.

ARTICLE III

Hours

Section (a) Regular Employees shall be guaranteed payment for eight (8) hours for each day and for forty (40) hours for each week subject to the addition of all premium and overtime provisions, unless, at the time they are told to report for work, they are advised that they are being hired or brought to work on a pre-determined, short work week of less than five (5) days, or unless such work ceases to be available by reason of an act of God or other reason beyond the control of the Employer. Subject to the provisions of Article XIII of this Agreement,

the Employer shall post a work schedule in his shop no later than Saturday morning of each week and, except in cases of emergency, no changes shall be made in said schedule without forty-eight (48) hours' notice to the Employees involved in such change of schedule.

Employees who are not scheduled to work Saturday shall be notified by Friday, prior to completion of Employee's shift, of the change in schedule. Any Employee who is not notified of a change in his schedule in accordance with this provision shall work the following week on the same schedule as he worked the prior week.

Section (b) Five (5) full days of eight (8) working hours each within nine (9) consecutive hours, totaling forty (40) hours, shall constitute a week's work, Monday through Saturday of each week. Sunday, if worked, shall be the first day of the work week.

Section (c) Individuals hired on a day of the week subsequent to Monday shall receive the rate of a Journeyman Meat Cutter, or Apprentice, or Wrapper, as hereinafter set forth, provided they are scheduled to work at least five (5) consecutive scheduled working days. In the event such Employee works less than five (5) days after having been hired as above set forth, then and in that event, he shall receive the rate of an Extra Employee for such periods.

Section (d) The straight time pay period for work performed shall be any eight (8) hours within a period of nine (9) hours worked between the hours of 9:00 A.M. and 6:00 P.M., Monday through Saturday. Any Meat Cutter or Apprentice who may be required to work any part of his work day prior to 9:00 A.M. or after 6:00 P.M. shall be paid two dollars (\$2.00) in addition to his regular rate of pay; Sunday through Saturday. Wrappers shall receive a premium of fifty cents (50c) per hour to a maximum of two dollars (\$2.00) per shift for each hour in which any work is performed before 9:00 A.M. and after 6:00 P.M.

In so-called twenty-four (24) hour operations, any Employee scheduled to work a shift in which his normal lunch period will fall after midnight, shall be scheduled to work eight (8) hours within eight (8) hours and shall be allowed to eat his lunch while on the job.

Section (e) Shift assignments shall be determined by the Employer, with due consideration being given to hardship cases and cases of merit. Where shift changes are requested, the minimum lapse of time between shifts shall be ten (10) hours and any Employee called back to work in less than ten (10) hours lapse time shall be paid time and one-half (1½) his regular straight time rate for all work performed during said ten (10) hour lapse period.

Section (f) One full uninterrupted hour shall be given as a meal period and no Employee shall work longer than five (5) hours without a meal period except as provided in Section (k) and (l) of this Article III.

Section (g) Time spent in store meetings or in meetings called by the Employer, before or after the day's work, shall be considered as time worked and shall be paid for in accordance with the provisions of this Agreement.

Section (h) Extra Employees, discharged for cause, shall receive four (4) hours' pay if so discharged during the first four (4) hours of the shift or eight (8) hours' pay if so discharged during the second four (4) hours of the shift.

Section (i) Extra Employees who report late for work need not be put to work; provided, that if put to work at all, they shall receive eight (8) hours' pay unless discharged for cause, in which case they shall be paid in accordance with the provisions of Section (h) of this Article III.

Section (j) When an individual is sent out by the Union to a position at the request of the Employer, or when an individual is requested to report for work by the Employer, and in either case, arriving there on time is not permitted to work, such individual shall be paid a day's pay; provided, applicants for vacation relief or steady employment may be referred to a scheduled interview by the Employer and no pay shall be required for such period of interview, unless he is put to work on such day of interview, in which event he shall be paid a full day's pay. In the event the Union dispatches an Employee who was previously discharged for cause by the Employer the Employee shall not be entitled to any minimum guarantees of work or pay.

Section (k) During one lunch hour in any work day in a market employing one or more Meat Cutters in work covered by this Agreement, Monday through Saturday, there must be one such Employee covered by this Agreement in attendance at all times during which fresh meat is being sold. In such markets where the Meat Cutter is alone, the Employer may also close the market (fresh meat section), use a Relief Employee or operate for one unattended lunch hour in a day, or require the Meat Cutter to work through the lunch hour, in which event the Meat Cutter shall be paid at the applicable overtime rate for the lunch hour and shall be permitted to eat his lunch on the job.

In the event a Meat Cutter shall work his lunch hour as hereinabove provided and completes the work day, he shall be paid his regular straight time rate of pay for the ninth (9th) hour.

Section (l) On Sundays and holidays in self-service markets, where only one Employee is performing work covered by this Agreement, he shall be provided with a full, uninterrupted hour off for lunch and the meat department may remain open; provided that no individual, except the Owner-Employer, not otherwise employed in work covered by this Agreement, shall be permitted to perform work covered by this Agreement during such unattended lunch hour. On Sundays and holidays in a conventional or self-service market, a Meat Cutter may eat on the job and shall receive pay in accordance with the provisions of Section (k) of this Article III.

Section (m) Except as otherwise provided in Article VI, Section (e), in this Agreement, Employees working less than five (5) full days in a regular calendar week or less than four (4) full days in a calendar week in which a holiday falls, shall receive "Extra Man's" pay as set forth in Article VIII.

Section (n) The Employer agrees to keep records of time worked by all Employees in such a manner as is prescribed by the applicable provisions of the Fair Labor Standards Act, whether or not that Act actually applies to the Employer.

Section (o) Employees shall be allowed an unscheduled ten (10) minute break in the first half of their shift prior to the meal period and an unscheduled ten (10) minute break in the last half of their scheduled shift prior to quitting time.

ARTICLE IV

Overtime

Section (a) The Employer agrees he will not schedule any Employee to work in excess of fifty (50) hours in any six (6) work days, except in cases of emergency. Emergency, for the purpose of this Section, shall mean sickness, injury on the job, death, mechanical breakdown or lack of available manpower which would affect the proper operation of the shop.

Section (b) All work performed in excess of eight (8) hours in one (1) day, or on the sixth day worked in a calendar week, shall be paid for at the overtime rate, which shall be one and one-half (1½) times the Employee's regular straight time hourly rate of pay as set forth in Article VIII hereof. No Employee shall work seven (7) days in a calendar week.

Section (c) Work performed on holidays shall be paid for at two (2) times the regular straight time rate of pay and time worked in excess of eight (8) hours on Sunday or holidays shall be paid for at two and one half (2½) times the regular straight time rate of pay.

Section (d) Employees who are scheduled to work a regular eight (8) hour shift which commences before 9:00 A.M. or ends after 6:00 P.M. on any day shall receive overtime pay at the appropriate rate for any time worked in excess of such eight (8) hours in addition to the two dollars (\$2.00) shift premium required in Article III, Section (d), of this Agreement. Employees who are scheduled to work a regular eight (8) hour shift between the hours of 9:00 A.M. and 6:00 P.M. on any day and who are required to work in excess of such eight (8) hours after 6:00 P.M. by reason of an emergency shall receive overtime pay at the appropriate rate but shall not be entitled to the two dollars (\$2.00) shift premium required in Article III, Section (d).

Section (e) There shall be no pyramiding of overtime and/or premiums except as provided in Article IV, Section (d).

Section (f) Any Regular full-time Employee called to work on his scheduled day off shall be paid at the rate of time and one-half (1½) the regular straight time rate of pay for that day, except that if he works a sixth day that week, he shall be paid at the rate of straight time that day and at the rate of time and one-half (1½) on the sixth day. The Employee shall not be given a substitute day off unless he requests another day off in lieu of the day off which he worked.

ARTICLE V

Travel Pay

Section (a) If an Employee is required by the Employer to travel between markets during the course of his work day, or is moved by the Employer from one market to another on a temporary assignment, or if an Employee is scheduled to work in a different market on different days in any one week, he shall receive:

1. Mileage allowance, at ten cents (10c) per mile, or bus or taxi fare between markets, depending on the method specified by the Employer;
2. Reasonable out-of-pocket expenses such as bridge tolls and parking charges; and
3. Reasonable allowance for board and lodging, when required to remain away from home overnight, not to exceed twelve dollars and fifty cents (\$12.50) per day.

The mileage allowance, or fare as above provided for, shall be paid for the extra mileage the Employee is required to travel over and above his normal travel to and from work from his home to the market at his regular assignment.

Section (b) If an Employee is required by an Employer to travel during the course of his work day, he shall receive payment at his regular rate of pay for the time of travel.

The provisions of this Article V, Section (a) shall not be applicable to an Employee who was, at the time of his initial employment, so employed, or to an Employee who accepts, as a result of his seniority, such work.

ARTICLE VI

Holidays

Section (a) The following days shall be observed as holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Employee's Birthday. All Employees complying with the holiday provisions hereof shall have a straight time work week of four (4) days or thirty-two (32) hours in the calendar week in which a holiday falls and shall be paid for a full five (5) day, forty (40) hour work week. Holidays falling on Sunday shall be observed on the following Monday, but when Christmas falls on Sunday no work shall be performed on either Sunday or Monday. Work on New Year's Day, when it falls on Sunday, shall be on a voluntary basis.

Each Employee shall give his Employer notice of his birthday at least two (2) weeks prior to the week in which his birthday occurs.

Such Birthday holiday shall be enjoyed by the Employee on the actual date of his birth or on another day mutually agreeable to the Employee and the Employer during the week preceding, the week of, or the week following the actual week of the Employee's birthday.

If an Employee's birthday falls on a day which is otherwise considered as a holiday, he shall receive an additional day off for the birthday in addition to the holiday on which it falls.

In "resort areas," employees may be scheduled on a voluntary basis to perform work on the holidays set forth above.

Washington's Birthday, Memorial Day and Veterans' Day shall be observed on the dates established by federal statute.

Section (b) No work shall be performed on New Year's Day (except as noted in Section (a) of this Article), Labor Day, Thanksgiving Day or Christmas Day. The applicable overtime rate as set forth in Article IV, Section (c) shall

be paid for work performed on Washington's Birthday, Memorial Day, Independence Day and Veterans' Day, in addition to the regular daily rate of pay.

Section (c) Employees working their scheduled work day before and their scheduled work day after the holiday shall receive pay for the holiday; except that an Employee who is absent due to illness or injury for a period not in excess of thirty (30) days, or death in the immediate family and is, therefore, unable to work the scheduled work day before and the scheduled work day after the holiday shall receive pay for the holiday.

Any Regular Employee on temporary layoff who has worked any portion of the week preceding, the week of, or the week following the holiday week shall be paid for the holiday if temporary layoff has not and does not exceed three (3) weeks.

Section (d) Part-time Employees shall receive holiday pay for a holiday falling on one of their regularly scheduled work days which shall be based on one-fifth (1/5) of the average hours worked per week in the six (6) weeks immediately preceding the holiday.

Section (e) Extra or Relief Employees working the four (4) days in the week of a holiday shall be paid for the holiday, but in such event shall be paid at the weekly scale and not the extra scale.

Section (f) No Employee shall be permitted to work after 7 P.M. on Christmas Eve or New Year's Eve.

ARTICLE VII

Vacations

Section (a) All Regular Employees shall be entitled to receive one (1) calendar week's vacation with pay after the first year of industry service as defined in the Northern California Butcher Unions and Employers Vacation Plan, hereinafter referred to as the Plan, provided such Employees have been in the employ of their Employer for not less than one (1) year at the time such vacation is granted. All regular full-time Employees shall be entitled to receive two (2) calendar weeks' vacation with pay after the second year of industry service as defined in the Plan; three (3) calendar weeks' vacation with pay after the fifth year of industry service as defined in the Plan; four (4) calendar weeks' vacation with pay after the fifteenth year of industry service as defined in the Plan; and five (5) calendar weeks' vacation with pay after completion of the twentieth year of industry service as defined in the Plan, provided, in each case, such Employees have been in the employ of their Employer for not less than one (1) year at the time such vacation is granted.

All Part-Time Employees on whose behalf contributions have been made by contributing Employers to the Plan in at least six (6) months within any twelve (12) month period shall be credited with one-twelfth (1/12) of a year's industry service credit for each month in which a contribution was made by a contributing Employer as aforesaid and shall, as the case may be, be entitled to a pro rate of the 1-2-3-4 or 5 weeks vacation in accordance with the terms and provisions hereof.

Section (b) Vacation pay shall be computed on the basis of the Employee's gross earnings for the four (4) Social Security quarters immediately preceding the taking of his vacation divided by fifty-two (52) and multiplied by the number of weeks of vacation due the Employee, provided, that if an Employee does not have four (4) complete Social Security quarters immediately preceding the taking of his vacation with the Employer with whom he is employed at the time of taking his vacation, then a week's vacation pay shall be computed on the basis of the Employee's gross earnings for the three (3) latest complete Social Security quarters as reported by said Employer immediately preceding the taking of his vacation divided by the number of weeks included in the quarters reported.

In computing a week of vacation pay for an Employee's second or subsequent year of service, up to four (4) full weeks in which the Employee had no earnings due to certified illness or injury shall be eliminated from the computation and the divisor of fifty-two (52) shall be accordingly reduced to fifty-one (51), fifty (50), forty-nine (49), or forty-eight (48), as the case may be.

Section (c) Where an Employee is entitled to three (3) or more weeks of vacation, the Employee and Employer may, if they mutually agree, provide that two (2) weeks be taken at one time and the balance taken at one other time during the year, or that two (2) weeks may be taken at one time together with payment in lieu of the balance thereof. The Employer shall be required to pay the Employee his vacation pay prior to the Employee taking his vacation and no Employee may be required or allowed to take vacations other than within the year in which they are due, except that early vacations may be taken if mutual agreement as to the time and date of said early vacation is reached between the Employer and the Employee.

Section (d) Whenever a Holiday falls during a vacation period of an Employee, he shall have the option to be paid his Holiday pay without an extra day off or to take an extra day off at another time agreeable to him and his Employer.

Section (e) The Employer shall post or make available a schedule of available vacation dates by February 1st and the Employees shall indicate their preference of dates, if any, by March 1st. The principles of seniority shall be observed in the selection of vacation periods except that an Employee may not, after March 1st, exercise the right of greater seniority to change the vacation selection of an Employee having lower seniority. The Employer shall reserve the right to designate the number of Employees that may be on vacation at any one time, but in no event less than one Employee in any one week.

Section (f) Subject to Section (g) of this Article, upon termination of employment or change in ownership of a market, the Employee shall receive pro-rated vacation based upon his industry service as defined in the Northern California Butcher Unions and Employers Vacation Plan, as follows:

After six (6) months.....	one-twelfth (1/12) of one (1) week's pay per month.
After twelve (12) months.....	one-twelfth (1/12) of one (1) week's pay per month.
After eighteen (18) months.....	one-twelfth (1/12) of two (2) weeks' pay per month.
After two (2) years.....	one-twelfth (1/12) of two (2) weeks' pay per month.
After three (3) years.....	one-twelfth (1/12) of two (2) weeks' pay per month.
After four (4) years.....	one-twelfth (1/12) of three (3) weeks' pay per month.
After fourteen (14) years.....	one-twelfth (1/12) of four (4) weeks' pay per month.
After fifteen (15) years.....	one-twelfth (1/12) of four (4) weeks' pay per month.
After twenty (20) years.....	one-twelfth (1/12) of five (5) weeks' pay per month.

Pro rate vacation upon termination. If an Employee does not have four (4) complete Social Security quarters immediately preceding his termination with his Employer, then, a week's vacation pay for purposes of determining his prorated vacation pay shall be computed on the basis of his gross earnings for the latest complete Social Security quarter(s) as reported by said Employer immediately preceding his termination divided by the number of weeks included in the quarter(s) reported.

Section (g) Prorate vacation pay shall not be paid during the first year as above provided in case of discharge for cause or voluntary quit, except that on voluntary quit, where one (1) week's notice has been given to the Employer, the Employee shall receive prorated pay.

Section (h) Prorate vacation pay paid to an Employee under Sections (f) and (g) above shall be paid as severance pay.

Section (i) The Employers agree to establish a Funded Vacation Program which shall be effective on and after January 1, 1969. A Joint Labor and Management Committee shall be established to work out the details and compliance with the necessary legal details including State and Federal Tax problems. In this respect, the parties shall consult with their respective attorneys in drafting the necessary documents, to consummate establishment of the Fund.

(1) The Vacation Fund so established shall be kept segregated from other vacation funds now or hereafter existing which are established by this Union and any other Employer, other than Retail.

(2) The Fund shall continue to provide that credits shall accumulate toward a year of Industry Service for all time worked by the Employee during employment, under covered employment, on the basis of one-twelfth (1/12) of a year of service for each month reported during the Employee's anniversary year.

(3) The Fund shall continue to provide that an Employee who voluntarily leaves the service of an Employer and secures a job with another Employer in the Retail Industry shall forfeit one-half (1/2) of his accumulated years of service with that Employer and shall accumulate subsequent Vacation Benefit based upon the revised years of service.

(4) Employees discharged for dishonesty, insobriety, gross insubordination (as defined in Webster's New International Dictionary), fighting on the job or malicious destruction of property shall have their accumulated vacation term reduced in the same manner as that provided in (3) above.

(5) For the purpose of establishing the Plan, each Employee's accumulated years of service shall be his total period of service with the Employer by whom he was employed on October 1, 1968, or with whom he had rehire rights under the seniority section of this collective bargaining agreement on that date.

Effective for work performed or paid for on and after November 1, 1970, the Employer shall contribute to the Northern California Butcher Unions and Employers Vacation Trust Fund, a contribution amounting to that certain percentage of Employers' total monthly gross payroll of all Employees covered by this collective bargaining agreement, as may be determined, approved and adopted or changed or modified from time to time by the trustees of said Fund. Said percentage of total monthly gross payroll shall be established and maintained at a percentage level sufficient to provide no less benefits than those currently provided in the Plan and described herein for each Employee employed under this Agreement and such additional percentage of gross payroll, as may be determined from time to time by the trustees of the Fund, necessary to continue to maintain such benefits.

The Employer agrees to be subject to and entitled to the benefits of all the provisions of the Trust Agreement dated January 21, 1970, establishing said Fund including, specifically, the requirement to pay liquidated damages as set forth in such fund.

The details of such Plan shall be completed by a sub-committee on which the Employer and the Union shall be equally represented and shall comply with all pertinent legal requirements.

The Labor-Management Committee, in setting up the Vacation Fund for the purpose of establishing the Plan, shall explore the costs and feasibility of an extended vacation plan.

Section (j) Vacation pay shall be allocable to the periods of time in which such vacation was earned.

ARTICLE VIII

Wages

Section (a) In the event the Federal Wage and Hour Law is applied to Retailing so as to increase the Employer's obligations hereunder, the parties shall reopen and revise this Agreement so as to preserve the intended work week and rates of pay pertaining thereof.

Section (b) The following shall be the minimum wages for all classifications indicated:

	Effective Nov. 2 1970	Effective Nov. 7 1971	Effective Nov. 5 1972
(1) Head Meat Cutter (Directs over 5 regular employees)	\$233.05	\$244.39	\$255.74
(2) Head Meat Cutter	226.01	237.01	248.02
(3) Journeyman Meat Cutter	205.40	215.40	225.40
(4) Drivers in Retail Markets	184.25	193.22	202.19
(5) Wrappers, Cashiers, Delicatessen Workers, 1st 90 Days (Conven- tional and Self-Service)	150.40	157.49	164.58
Thereafter	169.71	177.71	185.71
Demonstrators	169.71	177.71	185.71

(6) Apprentices			
1st Six Months, 65%	133.51	140.01	146.51
2nd Six Months, 70%	143.78	150.78	157.78
3rd Six Months, 85%	174.59	183.09	191.59
4th Six Months, 90%	184.86	193.86	202.86
After 2 Years	205.40	215.40	225.40
(7) Retail Fish and Poultry Operators	219.49	230.17	240.86
(8) Retail Fish and Poultry (Journeyman)	205.40	215.40	225.40
(9) Miscellaneous Workers (Frozen Food Lockers)			
1st 30 Days	166.40	175.99	185.58
2nd 30 Days	169.23	178.99	188.75
Thereafter	173.47	183.47	193.47

EXTRA MAN'S PAY (per day, 8 hrs.)

(10) Extra Head Meat Cutter (Directs over 5 regular employees)	\$50.62	\$53.08	\$55.54
(11) Extra Head Meat Cutter	49.09	51.48	53.87
(12) Extra Journeyman Meat Cutters	44.61	46.78	48.95
(13) Extra Wrappers, Cashiers, Deli- catessen Workers (Conventional and Self-Service)	36.86	38.60	40.33
(14) Demonstrators	36.86	38.60	40.33
(15) Miscellaneous Workers	37.70	39.88	42.05
(16) Retail Fish and Poultry Operators	47.71	50.21	52.54
(17) Retail Fish and Poultry (Journeyman)	44.65	46.82	49.00
(18) Clean-up Boy (per hour) (Clean- up boys are those who clean up a market for a Butcher. These boys are not to handle meat or wait on trade)	2.93	3.07	3.21

SUNDAY RATES: For work performed on Sunday, Employees shall re- ceive the following rates: (Per day, 8 hours)

(19) Head Meat Cutter (Directs over 5 regular employees)	76.91	80.65	84.39
(20) Head Meat Cutter	74.58	78.21	81.85
(21) Journeyman Meat Cutter	67.78	71.08	74.38
(22) Drivers in Retail Markets	60.80	63.76	66.72
(23) Wrappers, Cashiers, Delicatessen Workers, 1st 90 days (Conven- tional and Self-Service)	49.63	51.97	54.31
Thereafter	56.00	58.64	61.28
(24) Demonstrators	56.00	58.64	61.28
(25) Miscellaneous Workers	57.24	60.53	63.83
(26) Clean-up Boys (per hour) (Clean- up boys are those who clean up a market for a Butcher. These boys are not to handle meat or wait on trade)	4.83	5.07	5.30
(27) Apprentices			
1st Six Months	44.06	46.20	48.35
2nd Six Months	47.45	49.76	52.07
3rd Six Months	57.61	60.42	63.22
4th Six Months	61.00	63.97	66.94
After 2 years (Journeyman Rate)	67.78	71.08	74.38
(28) Retail Fish and Poultry Operators	72.43	75.96	79.48
(29) Retail Fish and Poultry (Journeyman)	67.78	71.08	74.38

Cost-of-Living shall be as follows:

(a) Cost-of-living review, September 6, 1971, with one cent (1¢) in wage increase frozen into basic rates for each .4 by which the July, 1971, Consumer Price Index, All-items, All Cities (1957-59 = 100) is above the level of 142.0.

(b) Cost-of-living review September 1, 1972, with one cent (1¢) payable if the July, 1972, Index level exceeds the July, 1971 Index level by 6.1 points and additional increases of one cent (1¢) for each .4 point by which the Index may be higher than such 6.1 point level.

(c) Cost-of-living review August 1, 1973, with one cent (1¢) payable if the June, 1973 Index level exceeds the June 1972 Index level by 6.1 points and additional increases of one cent (1¢) for each .4 point by which the Index may be higher than such 6.1 point level.

Section (d) Journeymen replacing Head Meat Cutters on their days off shall receive Head Meat Cutters' rate of pay.

Where two (2) or more Employees work a majority of their shift after 10:00 P.M., one such Employee shall be designated as a Leadman and shall be paid a premium of one dollar (\$1.00) for the day's work, in addition to his regular rate of pay for that day.

Section (e) Except in markets operated by an Owner, only Journeymen shall operate a market as a "Head Meat Cutter."

Section (f) Employees shall be paid weekly. Extra Men or Women shall be paid for their work at the completion of their extra work.

Section (g) The Employer agrees to furnish each Employee with a wage statement showing period covered, name of Employee, hours worked, straight time and over-time (if any), total amount of wages paid and list of deductions made. Such statements shall be furnished each pay day, provided, however, that upon termination of employment, the Employee will be furnished a statement for final payment when final wage payment is made.

ARTICLE IX

Apprentices and Wrappers

Section (a) One (1) Apprentice shall be allowed to every four (4) Journeymen or fraction over four (4). Markets employing less than four (4) Journeymen shall be entitled to one (1) Apprentice.

Section (b) Apprentices shall not replace a Journeyman for extra work and in no event shall an Apprentice work without Journeyman supervision for more than three (3) hours during his first six (6) months' apprenticeship period or for more than four (4) hours during his second six (6) months' apprenticeship period, exclusive of meal periods.

Section (c) On-the-job training of Apprentices shall be in accordance with the California Apprenticeship Law (Shelley-Maloney Act) as set forth in The California Labor Code. Both the Union and the Employer will assist in developing sound and uniform Retail Industry-wide Apprenticeship Training Programs.

Section (d) Tests to judge the competency of an Apprentice shall be set up by the Industry Joint Labor-Management Apprenticeship Committee and by majority vote its decision shall be final. Said tests shall be conducted jointly by one (1) representative of the Industry and one (1) representative of the Union.

Section (e) Wrappers may wrap, weigh and price fresh, chilled or frozen meat; fresh, chilled or frozen poultry; fresh, chilled or frozen fish as well as cold and smoked meats and in addition thereto may display and dispense frozen meat; fresh, chilled and frozen poultry; fresh, chilled or frozen rabbits; fresh, chilled or frozen fish, as well as cold and smoked meat, and may also act as Demonstrator. After 6:00 P.M. or on Sunday when there is no Journeyman or Apprentice on duty, the Meat Wrapper may display frozen meats; fresh, chilled or frozen poultry, rabbits, and fish as well as cold or smoked meats.

Wrappers may take bell calls (contact the customer, serve the customer, relay the orders to the butcher, wrap the merchandise and give it to the customer) and may also keep the meat cases tidy, and clean the glass, empty cases and empty trays. Wrappers shall not stock fresh meat cases.

Section (f) All work connected with or incidental to the demonstration of merchandise in the Employer's meat market shall be covered by this Agreement and such work shall be performed by members of the appropriate Bargaining Unit covered by this Agreement. No Demonstrator may perform such work in the Employer's meat market unless said Demonstrator is on the payroll of the Employer, or a Licensee of the Employer, and unless the Employer

at all times holds and exercises full control of the terms and conditions of employment of any such Demonstrator while such work is being performed. Demonstrators shall be covered by all of the terms of this Agreement.

ARTICLE X

Superannuated Employees

Any Employee whose earning capacity is limited because of advanced age or other handicaps that may interfere with his activities as a Journeyman Meat Cutter may be employed on suitable work, at a wage agreed upon by the Employee, the Employer and the Union.

ARTICLE XI

A. Health & Welfare

The Employer agrees to continue to make payments to Northern California Butcher Unions and Employers Health Trust Fund for the purpose of paying health and welfare benefits for Employees, their families and dependents.

For work performed or paid for by the Employer commencing November 1, 1970, the Employer agrees to contribute the sum of thirty-eight and seven-tenths cents (38.7¢) for each hour worked or paid for, for each individual employed under this Agreement to such Fund and agrees to be subject to and entitled to the benefits of all the provisions of the Trust Agreement dated March 19, 1962, establishing said Fund including, specifically, the requirement to pay liquidated damages as set forth in such Fund.

Effective for hours worked or paid for by the Employer commencing November 1, 1971, the Employer agrees to contribute up to an additional four cents (4¢) per hour in the event such increase is needed to maintain the net reserves as of October 31, 1970, and the schedule of benefits in existence in October 1970, plus those benefits set forth in a certain memorandum dated July 11, 1970, from the Glen Slaughter and Associates administrative agency.

Effective for hours worked or paid for by the Employers commencing November 1, 1972, the Employers contributions shall be increased by an amount up to four cents (4¢) per hour for the purpose of maintaining the same set of benefits and reserves set forth in the previous sentence.

The parties agree that the Trustees of the Health and Welfare Trust are to obtain and provide benefits under such Health and Welfare Trust including at least the following: life insurance, and for the Employees and their dependents hospital and medical benefits, dental care including orthodontia, hearing aids, drugs, vision care, maternity care and protection during periods of disability. The Trustees shall provide said additional benefits as determined by a majority of the Union Trustees, to the extent that funds are available, whether available from reserves or otherwise.

B. Sick Leave

Section (a) All Employees shall be entitled to three (3) days' sick and accident leave with pay after the first six (6) months of service with the Employer, three (3) additional days after the second six (6) months of service and six (6) days annually for each year thereafter. Unused sick and accident leave shall be cumulative to a maximum of thirty (30) days.

Section (b) An Employee who is collecting unemployment compensation disability benefits, or workmen's compensation temporary disability benefits, or both, shall not receive sick and accident benefits as provided herein; provided, however, if such unemployment compensation disability benefits or workmen's compensation temporary disability benefits, or both, are less than the amount of the sick and accident benefits provided herein for such period, such Employee shall receive sick and accident benefits in addition to such unemployment compensation disability benefits or workmen's compensation temporary disability benefits, or both, in an amount sufficient to equal the amount of sick and accident benefits he would have otherwise received as provided herein.

Section (c) To integrate sick and accident benefits payments with unemployment compensation disability or workmen's compensation temporary disability benefits, or

both, the Employer shall pay the Employees for the first five (5) days of absence from work due to sickness or disability. Thereafter any payment of sick leave to be paid by the Employer pursuant to subsection (b) of this section shall accrue but be paid only when sick and accident benefits payments under compensation, or both, terminate.

Section (d) Accrued sick and accident benefit payments not paid pursuant to the provisions of subsection (b) shall be paid during any continued or subsequent period of disability due to the sickness or accident until such accrued benefits have been used.

Section (e) A day's sick and accident benefit shall mean a day's pay at the rate in effect at the time the Employee qualified to receive the sick and accident benefit, and may actually be spread over more than one (1) day to integrate with other payments contemplated in Section (b) of this Article.

Section (f) The Employer shall reserve the right to request the Employee to produce a medical doctor's certificate verifying the fact of such illness.

Section (g) The sick and accident benefits shall be due and payable only as above provided and shall not be convertible to cash when not used.

Section (h) An Employee who is injured on the job and does not complete that day's work and is not permitted to return to work by a licensed physician (as defined in the State Labor Code) shall receive full pay for the entire work day and such pay shall not be charged against sick and accident leave.

Section (i) The Sick Leave Fund heretofore created is continued in existence and each individual Employer covered by this Agreement will contribute an hourly amount for each hour worked or paid for by the Employer, exclusive of overtime hours as may be determined by the Trustees of said Sick Leave Fund and in accordance with the provisions of the Trust Agreement for the purpose of maintaining the benefits herein provided and mobility as defined in said Trust Agreement.

C. Pensions

Section (a) The California Butchers Pension Trust Fund heretofore created is continued in existence and each individual Employer covered by this Agreement will contribute the sum of twenty-five cents (25¢) per hour, and commencing as of November 1, 1971, an additional five cents (5¢) per hour, (a total of thirty cents (30¢) per hour), and commencing November 1, 1972, an additional five cents (5¢) per hour, (a total of thirty-five cents (35¢) per hour) worked or paid for, for each individual employed under this Agreement to the said Trust Fund, and agrees to be subject to and entitled to the benefits of all the provisions of the Trust Agreement dated January 3, 1958, establishing said Fund including, specifically, the requirement to pay liquidated damages as set forth in such fund.

Section (b) The Trustees of the California Butchers Pension Trust Fund are instructed to enter into negotiations with the boards of trustees of other similar funds applicable to the Industry within the State of California for the purpose of establishing a system of reciprocity or pro rata pensions so that all of the beneficiaries of the various programs can obtain maximum protection with respect to their eligibility for the amount of benefits and duration of benefits provided under each of the respective funds, subject to the approval of the programs by the Internal Revenue Service as not endangering their tax exemptions. Such negotiations should be instituted immediately in order that they can be completed as promptly as possible.

D. Funeral Leave

Section (a) When a Regular Employee on the active payroll is absent from work for the purpose of arranging for or attending the funeral of a member of his immediate family, as defined below, the Employer shall pay him for eight (8) hours at his regular rate of pay for each day of such absence up to a maximum of three days, provided:

- (1) The Employee notified the Employer of the purpose of his absence on the first day of such absence;
- (2) The absence occurs on the day during which the Employee would have worked but for the absence;

(3) The day of absence is not later than the day of such funeral except where substantial travel time is required;

(4) The Employee, when requested, furnishes proof satisfactory to the Employer of the death, his relationship to the deceased, the date of the funeral, and the Employee's actual attendance at such funeral.

For the purposes of this Article, a member of the immediate family means the Employee's spouse, child, mother, father, sister, brother, mother-in-law and father-in-law.

Section (b) A thirty (30) day leave of absence without pay shall be allowed where necessary in order to care for necessary details resulting from the death of a member of his immediate family as hereinabove defined; provided, further, that all leaves of absence granted in this Agreement shall be considered as part of the continuous service with the Employer.

ARTICLE XII

General Benefits

Section (a) Where the Employer requires the Employees to wear dress or uniform of any character, the Employer shall furnish such dress or uniform and provide for the laundry and upkeep thereof.

Section (b) All grinding of tools and sharpening of saws shall be at the Employer's expense.

Section (c) Employees who are required by the Employer to use clothing or boots other than those provided for in Section (d) of this Article shall have such clothing or boots supplied by the Employer.

Section (d) Employees required to work in and out of cutting rooms or coolers shall be permitted to wear slacks, sweaters, or other suitable clothing to adequately protect them from cold and dampness.

Where Employees are required to work in freezers or cutting rooms where the temperature is maintained below fifty-five (55) degrees Fahrenheit, the Employer will supply and maintain appropriate freezer clothing.

Section (e) Paid absences from work, such as vacations, holidays and sick leave, shall be considered as time worked for the purpose of this Agreement but shall not be deemed as time worked for purposes of computing overtime, unless otherwise provided in this Agreement.

Section (f) Wages, benefits and privileges contracted for, promised, provided, given or enjoyed as a condition of employment by the Employer to the Employee shall not be taken away or reduced by reason of any provision of this Agreement.

Section (g) Where female Employees are required to work after dark, the Employer shall provide the use of a lighted parking area in the immediate vicinity of the store.

Section (h) The Employer agrees that no Employee covered by this Agreement shall be compelled or allowed to enter into any individual contract or agreement with said Employer concerning wages, hours of work and/or working conditions which provides less benefits than the terms of this Agreement.

ARTICLE XIII

Jury Duty

Section (a) An Employee who is summoned and reports for jury duty shall receive the difference between jury pay and his regular daily rate of pay for each day for which he reported for jury duty and on which he would normally have worked.

Section (b) In the event an Employee is released from jury duty at any time prior to 12:00 noon, he shall return to work and shall be allowed a reasonable time to eat lunch and to return to the market; provided, however, a combination of the total hours spent on jury duty and working shall not exceed nine (9) hours, including time to return to the market and lunch period.

All work in excess of a combined total of eight (8) hours spent on jury time and work time in any one day shall be paid for at the overtime rate of one and one-half (1½) times the Employee's regular straight time rate of pay.

Section (c) Time spent serving on a jury shall not be used in computing overtime.

Section (d) Notwithstanding the scheduling provisions contained in this Agreement, the scheduled days of an Employee called for jury duty may be changed so the Employee reports on his day off.

ARTICLE XIV

Seniority

Section (a) Where merit and ability are approximately equal, seniority shall be recognized and Journeymen promoted, provided they meet qualifications fitting them for such positions. The Employer hereby agrees that when promotions are in order or higher rated jobs come open, those already employed by said Employer shall be given preference and a fair trial period shall be given without jeopardizing the Employee's former rating.

Section (b) There shall be a thirty (30) day probationary period for all new Employees, during which time they may be discharged for any reason. Following completion of such period the Employee shall become a regular Employee for all purposes under this Agreement and his seniority shall date from the first day of employment. Seniority shall be applicable among probationary Employees as a group.

Section (c) Seniority shall be by classification.

Section (d) Seniority shall be based upon continuous service with the Employer but no Employee shall suffer loss of seniority unless he:

1. Is discharged for cause;
2. Resigns or voluntarily quits;
3. Is absent from work for six (6) consecutive months due to layoff;
4. Is absent from work for twelve (12) consecutive months due to injury or illness;
5. Is absent from work for nine (9) consecutive months due to pregnancy; or
6. Is absent from work for more than thirty (30) days due to death in the immediate family, as provided in Article XI-D, Funeral Leave.

When personal leaves are granted by the Employer, the Employee shall be given written notice thereof specifying the extent of such leave.

Section (e) In the reduction of the number of Employees due to lack of work, the last Employee hired in the classification shall be the first to be laid off and, in rehiring, the last Employee laid off in the classification shall be the first rehired until the list of Employees previously laid off has been exhausted.

Employees who are laid off due to lack of work shall have seniority rights in rehiring for extra and/or steady jobs subsequently available with the Employer prior to the hiring of new Employees. Such Employees shall be notified by telephone, or if not reached by telephone, then by telegram or certified mail, a copy of which shall be sent to the Union.

Section (f) The selection of vacations shall be on a market basis except:

1. The vacation of an Employee shall not be changed if it was scheduled prior to his transfer from one market to another;
2. If an Employee does not have a scheduled vacation at the time of such transfer, the scheduling of his vacation shall be based solely upon his seniority status in the market to which he is transferred.

Section (g) With respect to layoffs, rehires and promotions, seniority shall be based upon the length of service with the Employer in the area covered by this Agreement; provided, where an Employee is transferred by the Employer to such area from another area, the transferred Employee shall retain all seniority rights with the Employer but shall not be entitled to exercise such rights with respect to layoff, rehire or promotion until the expiration

of six (6) months after the date of transfer, at which time his seniority shall be based upon the first day of employment by the Employer, regardless of area. However, during such period of six (6) months the transferred Employee shall accrue seniority rights in the new area from the date of transfer and shall retain all seniority rights with respect to layoff, rehire and promotion in the area from which he was transferred.

Section (h) When an Employee is recalled after layoff, he shall have three (3) days to report after receipt of notice of such recall.

Section (i) Employees assigned to regular relief work may, after six (6) months on such work, request the Employer in writing to be assigned to work in one store. The rescheduling of such relief work shall be done within thirty (30) days and be based upon inverse seniority. This provision shall not apply to temporary relief work required as a result of illness, injury, vacation or other like temporary relief work.

Section (j) In the scheduling of predetermined short work week as provided in Article III, Section (a), of this Agreement, the assignments shall be made on the basis of seniority within the appropriate supervisory district in the area covered by this Agreement.

Section (k) Upon request by the Union, the Employer agrees to provide a seniority list of his Employees, provided such request is not made more than once in each twelve (12) months.

Section (l) The Union will cooperate with the Employer in the scheduling of Employees for temporary part-time or relief work outside the geographical jurisdiction of this Agreement. However, no Employee shall be discriminated against for refusal to accept such assignment.

ARTICLE XV

Grievance and Arbitration

Section (a) Any dispute that may arise as to the interpretation of this Agreement shall be brought to the attention of the other party to this Agreement. Any dispute must be taken up with the Employer within thirty (30) days of the date the Union has knowledge thereof.

Section (b) Any dispute as to the interpretation of this Agreement which cannot be adjusted amicably between the Union and the Employer within ten (10) business days shall be referred to a Board of Adjustment upon written request of either party. The Board shall consist of two (2) selected by the Union and two (2) selected by the Employer. The findings of this Board shall be binding upon both the Union and the Employer, provided that the Board shall not have the authority to change, alter or modify any of the terms or provisions of this Agreement. The decision of the Board shall be by a majority and shall be reached within a reasonable time from the date the controversy is presented for adjustment.

Section (c) In the event that any dispute submitted to this Board of Adjustment cannot be settled within the period of time provided for in Section (b) above, the issue in dispute shall be submitted for disposition to an impartial arbitrator. The party presenting the dispute shall request arbitration in writing not more than thirty (30) days after the dispute was first taken up with the other party, or the dispute will be considered to have been withdrawn and waived. If no response is made to the request for arbitration within thirty (30) days, the allegations shall be deemed to have been admitted and proved. Such impartial arbitrator shall have authority only to interpret the provisions of this Agreement, and shall not have authority to change, alter, add to, delete, amend or modify it. His decision on any matter submitted to him shall be final and binding on both parties to this Agreement. In the event an arbitrator is used, the cost of the arbitrator shall be borne equally by the parties involved.

Section (d) No controversy regarding hours or wages shall be subject to arbitration.

Section (e) There shall be no strikes, lockouts or other forms of work stoppage while any matter, dispute or grievance is under process of adjustment or arbitration as provided for herein.

ARTICLE XVI

Union Affairs

Section (a) Duly authorized representatives of the Union shall be permitted to visit the various places of business of the Employer for the purpose of observing working conditions and to see that this Agreement is being fully carried out.

Section (b) No Employee shall be discriminated against for membership in or legal activity on behalf of the Union.

Section (c) The Union Shop Card is the property of the Amalgamated Meat Cutters and Butcher Workmen of North America and is loaned for display to the Employer who signs and abides by this Agreement. The Union Shop Card can and may be removed from any market by the Secretary or Business Agent of the Union for any violation of this Agreement. The Union Shop Card shall be displayed prominently and visible to the public.

Section (d) Notwithstanding any other provisions of this Agreement to the contrary, it shall not be a violation of this Agreement for any person covered by this Agreement to refuse to cross any authorized picket line or to refuse to work behind any authorized picket line; any such refusal shall not constitute grounds for or cause for discharge, layoff, demotion, suspension, or any other disciplinary action.

ARTICLE XVII

Working Conditions and Safety

Section (a) Adequate "First Aid Equipment" shall be furnished and maintained in the shop, in a place readily and conveniently accessible to the Employees. All first aid kits shall be maintained so as to contain the following:

NO COTTON

- (1) 2 pkgs. of 2" compress bandages—4 per package
- (2) 1 pkg. 4" compress bandage—1 per package
- (3) 1 ammonia inhalants (10 tubes)
- (4) Tincture of methiolate swabs, 10 pkgs.
- (5) 1 sterilized gauze 25 2x2 or equal
- (6) 1 tube burn ointment
- (7) 1 4" bandage scissors
- (8) 1 — 3½" tweezers
- (9) 1 tourniquet
- (10) 1 — 1 oz. dropper bottle boric acid solution for eyes
- (11) 1 roll adhesive tape ½" or 1"
- (12) first aid manual

Industrial Kit basic content, add as necessary.

Section (b) A suitable floor covering shall be placed over any concrete or concrete substitute floor behind the meat counter.

Section (c) Working conditions which are injurious to the health or safety of the Employees shall be directed to the attention of the Employer at which time the Employer shall immediately investigate the alleged condition, shall meet with representatives of the Union to discuss the alleged condition and shall immediately take the necessary steps and measures to correct such condition.

Section (d) Where Pasteur Ray Lamps are used, provision shall be made to turn them off while Employees are working in the lighted areas of the lamps.

ARTICLE XVIII

Separability

The provisions of the Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provision of this Agreement in its application between the Union and the undersigned Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect, provided further, that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet within thirty (30) days for the purpose of renegotiation and agreement on provision or provisions so invalidated.

ARTICLE XIX

New Methods

It is agreed that should the Employer intend to initiate a major change in method of operation which is not presently in the industry within the area of operation covered by the affected Union that would result in a substantial change in the content of any job presently covered by this Agreement, he shall give notice of the nature of such suggested new method of operation to the affected Union, following which, the matter of job classifications, wages and/or other conditions and/or the disposition of Employees potentially to be displaced shall then become a matter of negotiation with said affected Union for a period of sixty (60) days.

Pending negotiations by the Parties during the above mentioned sixty (60) day period, no change of operations as above set forth shall be placed into effect.

In the event that the Parties have not arrived at agreement within the above mentioned sixty (60) day period and the Employer elects to place such changed method of operation as above defined into effect, after such sixty (60) day period, the Union shall have the right forthwith to strike or take other economic action and the Employer shall have the right to lock out.

ARTICLE XX

Kosher Markets

All meat markets, except Kosher meat markets, as defined herein, shall observe the operating hours as set forth in this Agreement. Kosher markets are defined as being those markets which strictly observe the Jewish religious laws, being closed at SUNDOWN ON FRIDAYS, selling only such meats as are permitted under the orthodox Jewish laws. Any so-called Kosher market selling non-Kosher meats must conform to the hours established for the retail meat markets under this Agreement. All Kosher meat markets must conform to all wages and hours and working conditions set forth in this Agreement, except as specifically provided for in this Article. No work is to be performed on Saturdays.

ARTICLE XXI

Transfer of Ownership

Section (a) In the event of a change of ownership of the operation, whether it be voluntary, involuntary or by operation of law, the Employer shall immediately pay off all obligations, including accumulated wages, pro rata of earned vacations, sick and accident benefits, accumulated prior to the date of the change of ownership.

Section (b) If any Owner or Employer hereunder sells, leases or transfers his business or any part thereof, whether voluntary, involuntary, or by operation of law, it shall be his obligation to advise the successor, lessee or transferee of the existence of this Agreement and such successor, lessee or transferee shall be bound fully by the terms of this Agreement and shall be obligated to pay the wages, vacations, sick and accident benefits and comply with all other conditions of this Agreement in effect at the time of the sale, lease or transfer; and in the event the seller or transferor fails to pay his obligations hereunder, shall assume all obligations of this Agreement in the place and stead of the Employer signatory thereto the same as if he had been the Owner or Employer from the beginning.

ARTICLE XXII

Extension and Scope

Section (a) This Agreement shall be binding upon the heirs, executors, and administrators and assigns of the parties hereto.

Section (b) This Agreement shall remain in full force and effect from the second day of November, 1970, to and including the first day of November, 1973, and shall be automatically renewed from year to year thereafter unless either party at least sixty (60) days prior to November 1, 1973, or at least sixty (60) days prior to November first of any succeeding term, shall notify the other party in writing of its intention and desire to change, modify or terminate this Agreement.

Section (c) In the event the Agreement is re-opened pursuant to the provisions hereof and no Agreement is reached within sixty (60) days of such re-opening, then nothing herein contained shall be construed to prevent the Union from taking strike action or other economic action desired by it, nor the Employer the right to lockout.

FOR THE EMPLOYER:

FOR THE UNION; LOCAL 506:

Walter R. Howes, President

Fred L. Feci, Secretary-Treasurer

EXHIBIT "A"

The parts below represent the parties' understanding regarding Exhibit "A":

BEEF: Beef carcass, primal cuts and the following cuts:

The following vacuum packed cuts were on display when negotiators observed meat cuts during a field trip on November 5, 1970:

FOREQUARTER

Blade Chuck Neck On, Bone In
Full Standing Rib, Chine Bone Off (7 inches)
Whole Fore Shank
English Shortribs
Shoulder Clod
Shortrib
Brisket, Boneless
Plate*

*Not vacuum packed.

HINDQUARTER

Semi-Boneless Round
(Aitch and Shank Bone Removed)
Sirloin Tip, Boneless
Boneless Head Loin
Short Loin

The following cuts were not on display and shall be included in the Exhibit "A":

FOREQUARTER

Blade Chuck
Blade Chuck, Neck On, Boneless
Skirt Steak
Neck (Bone In or Boneless)
Fore Shank, Squared
Regular Chuck
Arm Chuck
Shin and Shoulder
Ground Meat
Boneless Meat, Normal Trim Which Would
Include Flap Meat, Bull, Cow Meat

HINDQUARTER

Full Round (Shank Off)
Top Round
Bottom Round
Head Loin, Bone In
Flank Meat
Flank Steaks
Shank, Bone In, Boneless
Top Sirloin
Filet
New York
Boneless Meat, Normal Trim Which Would
Include Flank Meat, Heel and Trimmings

OTHER: Sliced, De-Veined and Skinned Beef Liver

VEAL: Veal carcass, primal cuts and the following cuts:

Veal Legs	Triangles
Short Loins	Shoulders
Racks	Breasts

LAMB: Lamb carcass, primal cuts and the following cuts:

Lamb Legs	Triangles
Loins	Shoulders
Racks	Breasts

PORK: Pork carcass, primal cuts and:
All standard wholesale cuts of pork.

Beef, Veal, Lamb and Pork carcasses may be processed up to and including the maximum reductions listed and described on this Exhibit "A" and may be delivered to the premises in that form but all further processing of these parts shall be performed on the premises.

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U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212

March 17, 1972

RECEIVED
MAR 28 1972

Mr. Fred L. Feci, Secretary-Treasurer
Amalgamated Meat Cutters and Butcher Workmen
of North America
2102 Almaden Road
San Jose, California 95125

BUTCHERS' UNION, LOCAL 506

Gentlemen:

APR 28 1972

We have in our file of collective bargaining agreements a copy of your agreement(s) between the Retail Meat Markets Frozen Food Locker Plants agreement, located in Santa Clara, Santa Cruz, Monterey, and San Benito Counties, California, and your union local #506. The agreement we have on file expired November 1, 1970.

Would you please send us a copy of your current agreement--with any supplements (e.g., employee-benefit plans) and wage schedules--negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated. We would also appreciate your sending us copies of your Health Insurance and Pension Plans. In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,

Geoffrey H. Moore
GEOFFREY H. MOORE
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form. (PLEASE PRINT)

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 1800
2. Number and location of establishments covered by agreement 301
3. Product, service, or type of business RETAIL MEAT MARKETS
4. If previous agreement has been extended without change, indicate new expiration date _____

FRED L. FECI
(Name)

SECRETARY-TREASURER
(Position)

2102 ALMADEN RD.
(Business address)

SAN JOSE, CALIF. 95125
(City, State, and ZIP code)